

**SUPPLEMENTAL GENERAL CONDITIONS
TO PPEA COMPREHENSIVE AGREEMENT BY AND BETWEEN
CITY OF WILLIAMSBURG, VIRGINIA (OWNER) AND
CB&I, INC. (PPEA CONTRACTOR)**

The City of Williamsburg General Conditions of PPEA Comprehensive Agreement (Form PPEA 2-A), are modified and supplemented as hereinafter described.

I. INSURANCE

The following insurance is required under Section 11 (b) of the General Conditions:

At all times during the performance of the work under this Agreement, PPEA Contractor shall take out and maintain each of the following insurances with insurance companies reasonably satisfactory to Owner:

A. Workers' Compensation and Employers' Liability Insurance for all of its employees engaged in work on the Project in an amount not less than the minimum required by Va. Code §§2.2-4332 and 65.2-100 *et seq.*, and, in case any of such work on the Project is sublet, PPEA Contractor shall require each subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in such work. Upon written request by Owner, PPEA Contractor shall submit on the form provided by Owner a Certificate of Coverage verifying Workers' Compensation. PPEA Contractor shall likewise obtain a Certificate of Coverage for Workers' Compensation coverage from each subcontractor prior to awarding the subcontract and maintain in on-site files.

B. Commercial general liability insurance to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent PPEA Contractor's Liability, Owner's and PPEA Contractor's Protective Liability, and Personal Injury Liability, which shall insure it against claims of personal injury, including death, as well as against claims for property damage, which may arise from operations under this Agreement, whether such operations be by itself or by any subcontractor, or by anyone directly or indirectly employed by either of them. Such coverage shall also include contractual liability, including PPEA Contractor's indemnities provided for under the General Conditions of the Comprehensive Agreement. The amounts of general liability insurance shall be not less than \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate combined limit. Owner, and its officers, employees and agents, shall be named as an additional insured with respect to the Services being performed by PPEA Contractor.

C. Automobile liability insurance which shall insure it against claims of personal injury, including death, as well as against claims for property damage, which may arise from operations under this Agreement, whether such operations be by itself or by any subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of automobile insurance shall be not less than \$1,000,000.00 combined limit for bodily injury and property damage per occurrence.

D. Umbrella or Excess Liability insurance for a minimum single limit of \$5,000,000.00 supplementing the Commercial General Liability policy and Business Automobile Liability policy.

PPEA Contractor may satisfy the minimum liability limits required above for Commercial General Liability and Business Automobile Liability under an Umbrella or Excess Liability policy.

PPEA Contractor shall be responsible for the filing and settling of claims with insurance adjusters.

Owner reserves the right, but not the obligation, to review and revise any insurance requirement, including but not limited to limits, sub-limits, deductibles, self-insured retentions, coverages and endorsements based upon insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work/specifications affecting the applicability of coverage, provided Owner compensates PPEA Contractor for any additional costs incurred to obtain insurance criteria different from that specified herein.

Owner, and its officers, employees and agents, and any lender, trustee or similar party in relation to financing of the Project ("Lender"), shall be named as additional insureds with respect to the Work being performed by PPEA Contractor in the above-required commercial general liability, automobile liability, umbrella or excess liability insurance policies. Upon written request, PPEA Contractor agrees to provide Owner Certificates of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and are in full force and effect. The Certificates of Insurance shall clearly indicate the Project name. Said Certificates of Insurance shall include a minimum thirty (30) day notice to Owner and Lender due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

City of Williamsburg, Virginia
401 Lafayette Street
Williamsburg, Virginia 23185

F. PPEA Contractor shall require that all Design Professionals used by PPEA Contractor for the Project shall carry professional liability insurance, on a claims-made basis, in an amount not less than \$2,000,000.00 per claim and aggregate. Such policies shall be on a claims-made basis kept in force for no less than five years after the final completion of the Work. PPEA Contractor shall cause each Design Professional to agree in writing to indemnify and hold harmless Owner (with Owner being expressly named as a third party beneficiary of such agreement between the PPEA Contractor and such Design Professional) from claims, losses or damages, to the extent caused by (i) the negligent errors or omissions in Design Services performed by such Design Professional or (ii) claims of patent infringement, copyright infringement, or similar claims arising

from such Design Professional's Design Services. PPEA Contractor shall furnish Owner with copies of such insurance policy or policies and written agreement described above.

II. LIQUIDATED DAMAGES

Section 40, DAMAGES FOR DELAY; EXTENSION OF TIME, shall be supplemented by adding the following paragraphs:

- (j) It is imperative that the Work in this Contract be substantially completed not later than November 15, 2011 in order that Owner will be able to supply public water service of sufficient volume and quantity to the hospital to be constructed on property of Riverside Healthcare Association, Inc. PPEA Contractor represents and agrees that he has taken into account in his bid the requirements of the bid documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factors which may affect performance of the Work. PPEA Contractor agrees and warrants that he will achieve Substantial Completion of the Work not later than November 15, 2011.

Assuming timely execution of the Contract with applicable Bonds, Notice to Proceed will be given to the Contractor no later than October 31, 2010.

- (k) Subject to the provisions of the General Conditions allowing for extension of time allowed for completion of the Work, if the Work is not Substantially Completed by the specified date, PPEA Contractor shall owe to the Owner, not as a penalty but as liquidated damages, the sum of Five Hundred Dollars (\$500.00) per day for each and every calendar day of delay in substantial completion of the Work beyond the specified date of substantial completion. Likewise, if the Work is not finally completed by the 30th day of December 2011, the Contractor shall owe to the Owner, not as a penalty but as liquidated damages, the sum of One Thousand Dollars (\$1,000.00) per day for each and every calendar day of delay in Final Completion of the Work.

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